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EASEMENT FOR UNDERGROUND UTILITY LINES, MAINS AND PIPES

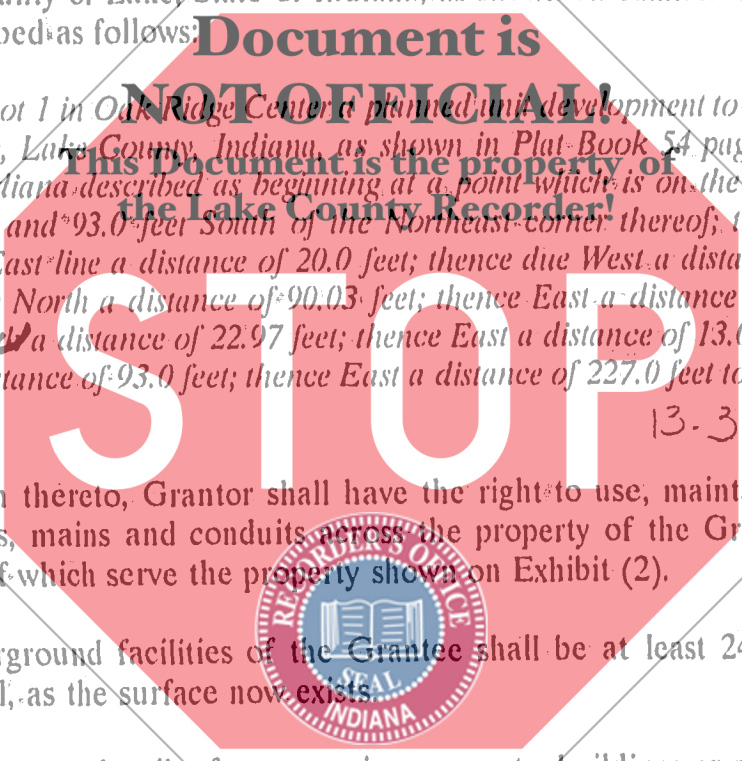
KNOW ALL MEN, That Calumet National Bank as Trustee of Trust Number P-2459 (hereinafter called the "Grantor") in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, in hand paid to the Grantor, hereby grants to Calumet National Bank as Trustee of Trust Number P-3780 and to their successors and assigns, (hereinafter called "Grantee"), a non-exclusive easement right and authority, from time to time, to install, construct, maintain, operate, repair, replace, renew and remove: (a) underground ducts and conduits, (b) underground wires, cables, conductors, manholes and other necessary appurtenances, in such underground ducts and conduits, (c) pads for transformers, with transformers located thereon, where reasonably necessary in the sole judgment and discretion of Grantee herein together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from the strip of easement land, over adjoining lands of grantor, including the right to clear and keep cleared such obstructions from the surface and subsurface of said premises as may be necessary for the installation and maintenance of such facilities, and to operate by means thereof underground lines, pipes and mains for the transmission, distribution, collection and delivery of electrical energy, natural gas, telephone, cable television, general telecommunications, water, sewage and such other services to the premises as might now or in the future be available to the property described on Exhibit (1) hereto to be used on said premises in, upon, along and over a strip of land or right-of-way situated in the county of Lake, State of Indiana, as shown on Exhibit "3", attached hereto and legally described as follows:

Chicago Title Insurance Company

FILED

MAR 08 1993

Anna M. ...
AUDITOR LAKE COUNTY



A part of Lot 1 in Oak Ridge Center a planned unit development to the Town of Scottsville, Lake County, Indiana, as shown in Plat Book 54 page 8 in Lake County, Indiana described as beginning at a point which is on the East line of said Lot 1 and 93.0 feet South of the Northeast corner thereof; thence South the East line a distance of 20.0 feet; thence due West a distance of 250.0 feet; thence North a distance of 90.03 feet; thence East a distance of 10.0 feet; thence North a distance of 22.97 feet; thence East a distance of 13.0 feet; thence South a distance of 93.0 feet; thence East a distance of 227.0 feet to the point of beginning.

13-346-1 # 2

In addition thereto, Grantor shall have the right to use, maintain and replace all wires, lines, pipes, mains and conduits across the property of the Grantee as shown on Exhibit (1) hereof which serve the property shown on Exhibit (2).

Any underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, as the surface now exists.

Any damages to the tile, fences, paving, concrete, buildings or other improvements of the Grantor on said right-of-way, or on lands of the Grantor adjoining the said right-of-way, done by the Grantee in the construction, erection, installation, repair, replacement or renewal of said wires, underground ducts, conduits, cables, conductors, pads for transformers, transformers, pipes mains and lines, or equipment shall be promptly repaired at Grantee's sole cost and expense. Patrolling said lines shall not constitute grounds for a claim for damage.

The Grantor reserves the use of the above described land not inconsistent with this grant, but no buildings shall be placed on the right-of-way by Grantor.

Grantor and Grantee mutually covenants and agrees not to cut, make excavations beneath, fill or permit fill to be placed upon the surface of the real estate herein described without the written consent of the other party, which consent shall not be unreasonably withheld.

In the event Grantor or Grantee exercise their rights hereunder, any construction, repair or maintenance activity will not disrupt the utilities and/or utilization, by the other party, of any improvements that may have been made within the easement area.

The Grantee for itself, its successors and assigns, covenants to indemnify and save the Grantor, its successors and assigns, harmless from and against any and all damage, injuries,

STATE OF INDIANA/S.S.M.O.
LAKE COUNTY
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EXHIBIT "1"

A part of Lot 1 in Oak Ridge Center a planned unit development to the Town of Schererville Lake County, Indiana, as shown in Plat Book 54 page 8 in Lake County, Indiana described as commencing at the Northeast corner of said Lot 1; thence due South along the East line of Lot 1 a distance of 103.0 feet; thence due West a distance of 228.0 feet; thence due South a distance of 108.92 feet to a point on the North line of U.S. Route 30 - Lincoln Highway; thence Northwesterly along said North line a distance of 173.2 feet as measured along the arc of a curve concave to the Northeast and having a radius of 5629.6 feet to the Southwest corner of said Lot 1; thence due North along the West line of Lot 1 a distance 105.9 feet; thence due East a distance of 140.0 feet; thence North 22.97 feet; thence due East a distance of 240.0 feet to the point of beginning.

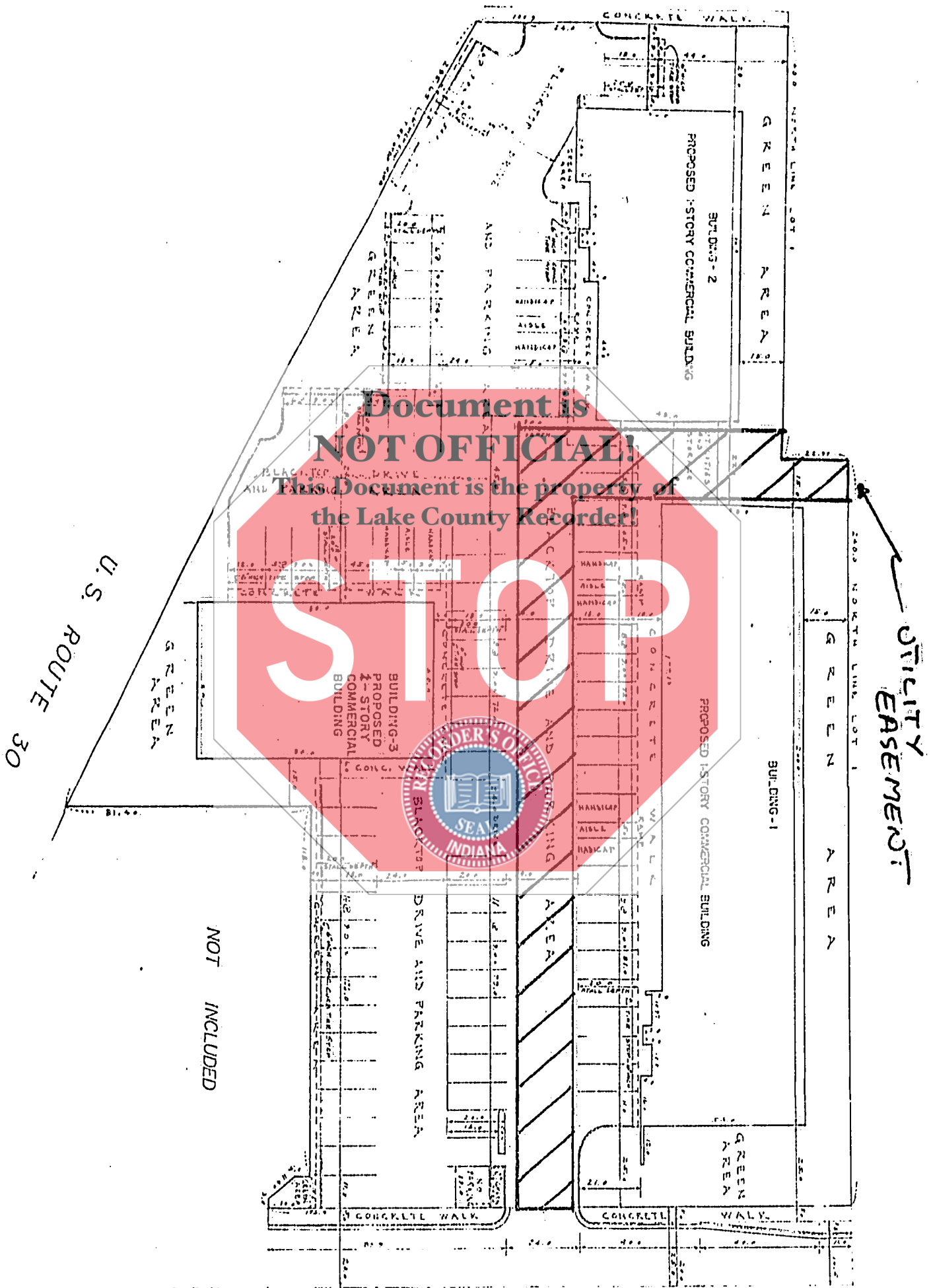


EXHIBIT "2"

A part of Lot 1 in Oak Ridge Center a planned unit development to the Town of Schererville Lake County, Indiana, as shown in Plat Book 54 page 8 in Lake County, Indiana described as commencing at the Northeast corner of said Lot 1; thence due South along the East line of Lot 1 a distance of 103.0 feet to the point of beginning of this description; thence due South along the East line of Lot 1 a distance of 92.9 feet; thence due West 3.0 feet; thence North $37^{\circ}52'30''$ West a distance of 11.40 feet; thence due North 5.0 feet; thence due West a distance of 118.0 feet; thence due South a distance of 81.40 feet to a point on the North line of U.S. Route 30 - Lincoln Highway; thence Northwesterly along said North line a distance of 112.45 feet as measured along the arc of a curve concave to the Northeast and having a radius of 5629.6 feet; thence due North a distance of 108.92 feet; thence due East a distance of 228.0 feet to the point of beginning.



EXHIBIT "3" HILLTOP DRIVE



NOT INCLUDED

AUSTIN AVENUE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Calumet National Bank on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on Calumet National Bank, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or Local law, rule or regulation. Calumet National Bank, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in its instrument.